Agenda Date: 3/11/05
Agenda Item: 4B

STATE OF NEW JERSEY

Board of Public Utilities
Two Gateway Center
Newark, NJ 07102
www.bpu.state.nj.us

TELECOMMUNICATIONS

IN THE MATTER OF THE IMPLEMENTATION OF THE FEDERAL COMMUNICATIONS COMMISSION'S TRIENNIAL REVIEW ORDER)

ORDER

DOCKET NO. TO03090705

(SERVICE LIST ATTACHED)

BY THE BOARD

This Order memorializes the action taken by the New Jersey Board of Public Utilities ("Board") at its regularly scheduled agenda meeting on March 11, 2005 in the above matter. By emergent motion filed on February 28, 2005, MCImetro Access Transmission Services, LLC ("MCI") requested that this Board direct Verizon New Jersey, Inc. ("VNJ") to continue providing access to the unbundled network element combination platform ("UNE-P") currently used by many Competitive Local Exchange Carriers ("CLECs"), after March 11, 2005. A group of five New Jersey CLECs[1] ("petitioning CLECs") also filed a joint petition to intervene in support of MCI's motion, as did Conversent Communications of New Jersey, LLC ("Conversent"). VNJ filed opposition to the MCI and Conversent motions. AT&T Communications of NJ, L.P. ("AT&T") and the New Jersey Division of the Ratepayer Advocate ("RPA") supported MCI's motion. For the reasons set forth below, the Board denies this and all other pending motions.

Procedural History

On March 11, 2005 the Federal Communication Commission's Triennial Review Remand Order ("TRRO")[2] became effective. This Order articulates and explains the FCC's new rules implementing the interconnection obligations of Incumbent Local Exchange Carriers ("ILECs"), as generally set forth in the Telecommunications Act of 1996, 47 U.S.C. §251 *et seq.* ("Act"). In the TRRO, the FCC specifically found, among

[1] Broadview Networks, Inc., Broadview NP Acquisition Corporation, A.R.C. Networks Inc. d/b/a InfoHighway Communications Corporation, XO Communications, Inc. and TruComm Corporation.
[2] *Unbundled Access to Network Elements, Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket Nos. 04-313, 01-338 Order on Remand, FCC 04-290 (Released February 4, 2005)("Triennial Review Remand Order" or "TRRO").

other things, that CLECs are not impaired without unbundled access to ILEC mass market switching.[3] CLECs have used this network element exclusively as part of the UNE-P.[4] The TRRO also indicated that ILECs need not supply new orders for UNE-P or other discontinued UNEs as of March 11, 2005, the effective date of the TRRO, and further provides for a transition period pertaining to the embedded base of discontinued UNE customers.[5]

On February 10, 2005, Verizon posted an industry letter on its website asserting that the FCC regulations issued on February 4, 2005 provide that CLECs are not impaired without access to UNE-P combinations. Verizon also stated its belief that CLECs were no longer permitted to submit orders for completion on or after March 11, 2005 if such orders were for "Discontinued Facilities" such as UNE-P.

Following the posting of this industry letter, MCI and VNJ exchanged letters setting forth each side's interpretation of the TRRO. These positions conflicted as to whether VNJ could lawfully stop servicing UNE-P orders after March 11 without renegotiating its contract terms with MCI. Accordingly, on February 28, 2005, MCI filed an emergent motion for a Board Order directing VNJ to accept new UNE-P orders in accordance with the terms of the parties' interconnection agreement, pending renegotiation of contract terms in accordance with the TRRO.

On March 7, the petitioning CLECs also filed a petition to intervene in MCI's motion and comments in support thereof. The petitioning CLECs joined in MCI's request for relief from VNJ's intended shut-off of UNE-P, and requested that the Board direct VNJ to engage in negotiations with respect to the all discontinued UNEs and UNE combinations, not just mass market circuit switching and UNE-P.[6] The petitioning CLECs also stated their concern, based on the contents of another industry letter posted by Verizon on March 2, 2005, that Verizon would improperly refuse to process UNE requests based on good faith disagreements over the eligibility of specific wire centers under the FCC's new rules.

VNJ, AT&T and the RPA also filed responses to MCI's motion on March 7, 2005. As more fully discussed below, VNJ contested MCI's interpretation of the TRRO and the interconnection agreements. AT&T and the RPA supported MCI's arguments and its request for emergent relief.

On March 9, 2005, Conversent filed an emergent petition seeking relief from VNJ's anticipated refusal to provide unbundled access to a certain DS1 UNE loop orders on March 11, 2005. Specifically, Conversent expressed concern that VNJ would not

---

[3] TRRO ¶199

[4] *Id.*

[5] TRRO ¶¶66, 146, 227, 235

[6] The TRRO requires continued unbundling of high-capacity (DS1 and DS3) and dark-fiber loops and dedicated transport, but only for CLEC customers served by wire centers containing less than a maximum number of business lines and/or fiber-based collocators. The prescribed thresholds vary according to the type of UNE sought. Loops and transport not eligible under this wire center-based formula need not be unbundled. Therefore, the characteristics of each wire center are crucial in determining whether particular network elements have to be unbundled. The FCC also indicated that ILECs need not service new CLEC orders for discontinued loop and transport UNEs after the effective date of the TRRO. TRRO ¶¶66, 146.

comply with the dispute process set forth in the TRRO to address circumstances in which ILECs and CLECs disagreed as to the eligibility of a given wire center for unbundling purposes. Conversent also disputed an assertion made in Verizon's February 10, 2005 industry letter to CLECs, in which Verizon opined that the FCC had not imposed any transition period for the provision of unbundled access to embedded entrance facilities. Conversent requested a Board Order directing VNJ to refrain from removing §251 DS1 UNE Loop unbundling from wire center NWRKNJ02. Conversent also requested that the Board order VNJ to 1) confirm that the FCC expected VNJ to allow carriers an 18 month transition period for dark fiber entrance facility transport facilities; or 2) begin a proceeding to establish a just and reasonable transition period for said facilities.

On March 10, 2005, Verizon responded to Conversent's motion by confirming that it would comply with the process set forth in the TRRO for ascertaining the rights and obligations of both CLECs and ILECs when determining, according to wire center, which dedicated transport and loop UNEs must be unbundled. VNJ agreed that this TRRO directive applies in the case of the parties' disagreement regarding the Newark, NJ wire center NWRKNJ02. VNJ further opined that the FCC had imposed no transition period for the discontinuance of dark fiber entrance facilities, and that the Board had no authority to set one.

On the same date, MCI submitted a letter to the Board stating that it had reached an Interim Agreement with Verizon regarding the provision of UNE-P until May 16, 2005. MCI therefore withdrew its emergent motion without prejudice. In response, the RPA submitted a letter, dated the same day, in which it urged the Board to render a decision with regard to the petitioning CLEC and Conversent filings, notwithstanding the withdrawal of MCI's motion.

Also on March 10, 2005, the petitioning CLECs submitted a letter to the Board confirming their intention to pursue their petition for emergent relief, notwithstanding MCI's withdrawal of its original motion. Accordingly, the petitioning CLECs sought to re-designate their filing as a stand-alone motion rather than a request to intervene in MCI's motion. The petitioning CLECs also adopted MCI's arguments as their own.

Discussion

The Board has carefully considered the motions and the parties' positions as set forth therein. Because MCI withdrew its motion prior to the Board's Agenda Meeting, the Board must only address the motions filed by the petitioning CLECs and Conversent. However, these parties essentially adopted MCI's arguments regarding VNJ's duty to negotiate changes in controlling law. The petitioning CLECs all contended that their interconnection agreements with VNJ contain provisions requiring changes in ILEC unbundling requirements to be negotiated in good faith with the CLEC. They also claimed that the TRRO requires changes in unbundling law to be implemented through such negotiations, and that ILECs such as VNJ are therefore not permitted to unilaterally cease complying with new CLEC orders for discontinued UNEs.

AT&T and the Ratepayer Advocate argued that MCI's interpretation of both the TRRO and its interconnection agreement was correct, and that Verizon should be

enjoined from implementing the discontinuation of affected UNEs on March 11. The RPA also argued that the Board may impose unbundling requirements on VNJ in the absence of impairment findings by the FCC, pursuant to three alternative sources of law: 1) the merger conditions imposed on VNJ by the FCC as part of its approval of the GTE/Bell Atlantic merger; 2) VNJ's obligation to provide certain UNEs as "checklist" items under 47 U.S.C. §271 in return for receiving FCC approval to offer interLATA service in New Jersey; and 3) State unbundling law.

In response to these arguments VNJ asserted, among other things, that the cessation of new orders for discontinued UNEs orders is mandatory under the TRRO, and that the Board lacks the authority to stay this binding FCC directive. VNJ further opined that its intended cessation of discontinued UNEs fully complies with the change of law provisions contained in its interconnection agreement with MCI.[7] VNJ also stated that MCI had failed to demonstrate irreparable harm necessitating emergent relief.

VNJ also disagreed with the RPA's assertion that this Board could order VNJ to unbundle particular network elements in the absence of impairment findings by the FCC with respect thereto. VNJ argued that the Board lacked the authority to do so under any of the three sources of law cited by the RPA. VNJ further argued the Board is preempted by federal law from requiring VNJ to unbundle any network element for which the FCC has not found impairment under §251 of the Act.

The Board carefully considered the express language of the TRRO and the FCC's new regulations in its review of the instant motions. While the TRRO is susceptible to varying interpretations, as demonstrated by the parties' petitions herein, the Board concludes that it is not empowered to require VNJ to continue providing new discontinued UNE arrangements after March 11, 2005.

We base this conclusion on a careful reading of the TRRO. Petitioners point out that their agreements with VNJ contain provisions requiring changes in unbundling law to be negotiated in good faith within the framework of the contracts, rather than unilaterally interpreted and imposed by either party. Moreover, the TRRO expressly states that the parties should implement changes in the law with respect to the unbundling of UNEs according the specific terms of change-of-law provisions in their interconnection agreements, to the extent such agreements exist, "*consistent with [the FCC's] conclusions in this Order [the TRRO]*" (emphasis added).[8] However, one such "conclusion," clearly stated in the TRRO, is that there is no longer any legal basis under §251 of the Act for requiring ILECs to unbundle certain network elements.[9] Impairment is the crucial standard chosen by Congress to facilitate the implementation of its overall policy goal: the creation of facilities-based local competition. In the absence of impairment, there exists no authority for requiring ILECs to service new orders for any particular UNE under §251 of the Act.[10] Accordingly, the FCC relieved ILECs from the

---

[7] VNJ did not specifically address the change-of-law provisions, if any, contained in interconnection agreements it has executed with other petitioning CLECs. However, for reasons explained below, no such analysis is necessary for the Board to conclude that, irrespective of specific contractual provisions, VNJ is permitted under controlling federal law to cease accepting new orders for discontinued UNEs as of March 11, 2005.

[8] TRRO ¶233

[9] TRRO ¶¶ 66, 146, 199

[10] *See* 47 U.S.C. 251(d).

obligation of accepting and processing new requests for discontinued UNEs from CLECs as of March 11.[11]

Moreover, nowhere does the TRRO expressly state that the "no-new-order" requirement for discontinued UNEs is subject to existing change-of-law contractual provisions. Rather, the TRRO indicates that CLECs may not add new customers using discontinued UNEs, as of March 11, 2005.[12] The FCC's reference to change-of-law provisions cited by MCI and the CLECs pertains to the terms of the year-long transition period, mandated by the FCC in order to minimize disruption to the CLECs' embedded customer base. This transitional scheme requires ILECs to continue providing discontinued UNEs to existing CLEC customers, but also mandates rate increases for those customers. It further requires CLECs to enter into negotiations with ILECs to migrate the embedded base customers to alternate arrangements within 12 or 18 months, depending on the UNE at issue.[13] Thus, the TRRO's references to change-of-law provisions cited by the petitioning CLECs require VNJ to adhere to the terms of its interconnection agreements by negotiating the technical and logistic terms and conditions of the migration, including the implementation of new access arrangements, loop cutovers and other conversions. VNJ appears to have recognized this point in its correspondence to the CLECs and in its opposition to MCI's motion.

Even if the FCC intended to force ILECs to negotiate with CLECs regarding the implementation of the March 11 cut-off pursuant to interconnection agreements, our unwillingness to order such relief now is unchanged. As stated above, the TRRO clearly requires that such negations be "consistent with [the FCC's] conclusions" in the TRRO.[14] Thus, the change of law negotiations were likely meant to be concluded on or before March 11, since this end date for new orders is clearly one of the FCC's "conclusions" set forth in its Order.[15] Thus, even if petitioners are correct that the discontinued UNE cut-off date is subject to negotiation, the time for such negotiation had mostly expired by the time petitioners filed their motions.[16]

The FCC further states in the TRRO that its transitional mechanism is merely a default process, and that carriers remain free to negotiate alternative arrangements superseding the transition period.[17] The FCC also makes clear that, to the extent carriers have agreed in separate commercial contracts to the continued provision of discontinued UNEs, such contracts supercede the TRRO.[18] However, these references, understood in context, do not pertain to pre-existing interconnection agreements such as those between VNJ and the petitioning CLECs. Such contracts are codifications of federal requirements imposed by §251 of the Telecommunications Act as part of an interconnection and unbundling framework.[19] Their primary purpose is to implement that framework. Pursuant to that very same framework, the FCC has now determined that

---

[11] TRRO ¶¶142, 195, 227, 235
[12] TRRO ¶¶142, 195, 227, 235
[13] TRRO ¶¶ 142-145, 195-198, 233
[14] TRRO ¶233
[15] TRRO ¶142, 195, 227, 233, 235
[16] *See* TRRO ¶233 (requiring negotiations to be conducted in a manner that will not unreasonably delay implementation of the conclusions adopted in the TRRO).
[17] TRRO ¶145, 198, 228
[18] *Id.*
[19] *See* 47 U.S.C. §252(a) *et seq.*

there no longer exists any legal basis for certain UNEs and UNE combinations. Thus, it is not reasonable to construe the TRRO as allowing the terms of a pre-existing interconnection agreement to trump, *per se*, the express unbundling requirements set forth in the TRRO and the FCC's regulations.

We therefore conclude that the FCC intended its March 11 cessation of new UNE-P (and other discontinued UNE) requests to be a firm mandate outside the scope of negotiations or, at a minimum, that such negotiations were meant to be initiated immediately upon the issuance of the TRRO (on February 4, 2005) and concluded before March 11, 2005, resulting necessarily in the cessation of new orders for discontinued UNEs on or before that date. The Board therefore concludes that it is not empowered to grant petitioners' present request. Forcing VNJ to process new orders for discontinued UNEs after March 11, 2005 would violate the TRRO and the FCC's new unbundling regulations. *See* 47 C.F.R. §51.319(a)(4)(iii), (a)(5)(iii), (a)(6)(ii), (d)(2)(iii).

Nor does the Board find, under the current state of federal law, that it may impose an unbundling requirement on VNJ in the absence of an impairment finding by the FCC, as asserted by the RPA. In 2000, the FCC imposed certain conditions on its approval of the Bell Atlantic-GTE merger. One such condition was, in pertinent part, that the resulting entity (Verizon) continue to provide whatever UNE and UNE combination was required to be provided under the FCC's prior UNE Remand Order, until the date on which the Commission's order in that proceeding "or any subsequent proceeding[]" becomes final.[20] According to the FCC, "this condition only would have practical effect in the event that our rules in the UNE Remand...proceeding[] are stayed or vacated." Although these rules were indeed vacated and remanded by the D.C. Circuit Court of Appeal,[21] the FCC ultimately replaced them with new rules that eliminated UNE-P and other UNEs.[22] Moreover, the FCC clearly indicated that enforcement of its merger conditions was a matter for the FCC.[23] Nothing cited by the RPA indicates a role for the states in this enforcement framework.

The Board also considers and rejects the RPA's argument that it may enforce herein the "checklist" requirement, set forth in §271(c)(2)((B) of the Act, that the Regional Bell Operating Companies (of which VNJ is one) that have received FCC authority to provide interLATA (long-distance) service must continue to unbundle circuit switching and other network elements for requesting CLECs.[24] In its 2003 Triennial Review Order ("TRO"), the FCC recognized that these "checklist" requirements, upon which VNJ's receipt of long-distance approval was conditioned, operate independently of the ILECs' §251 unbundling obligations.[25] However, this obligation only pertains to the provision of

---

[20] Memorandum Opinion and Order, *In re Application of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, for Consent to Transfer Control*, CC Docket No. 98-184, No. FCC 00-221, 15 FCC Rcd 14032 (re. June 16, 2000) ("Bell Atlantic/GTE Merger Order") ¶316.
[21] Third Report and Order and Order and Fourth Further Notice of Proposed Rulemaking, *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 3696 (1999), *vacated and remanded, U.S. Telecom Ass'n v. FCC*, 290 F.3d 415 (D.C. Circuit 2002).
[22] *See* 47 C.F.R. §51.319(a)(4)(iii), (a)(5)(iii), (a)(6)(ii), (d)(2)(iii).
[23] *See* Bell Atlantic/GTE Merger Order ¶¶256, 345.
[24] 47 U.S.C. §271(c)(2)(B)
[25] *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996,*

individual UNEs, and does not require Verizon to provide the UNE-P combination when the FCC has found a lack of impairment with respect thereto under §251.[26] Nor does §271 require ILECs to provide UNEs independently of §251 at TELRIC compliant rates.[27] Thus, since petitioners in the instant motions seek an order compelling VNJ to provide UNE-P and/or other UNEs at TELRIC-based rates, §271 provides no support for the relief sought.[28]

Finally, the Board is not persuaded by any of the submissions that it has the authority, under current circumstances, to order unbundling of discontinued UNEs pursuant to State law. Nor, even if it has such authority, has it been presented with a basis or doing so. In 1998, the Board found that it had the authority under State law to order the provision UNE-P, although it did not expressly impose such a requirement on VNJ at that time.[29] However, this determination was made prior to the issuance of federal directives which emphatically mandate that states are preempted by federal law from requiring such unbundling and recombination if the FCC does not require it.[30] The FCC reached this conclusion based on its reading of two "savings" clauses found in the Act. The clauses provide that:

> [N]othing in this section shall prohibit a State Commission from establishing or enforcing other requirements of State law in its review of an agreement, including requiring compliance with intrastate telecommunications service quality standards and requirements.[31]
> [and]
> In prescribing and enforcing regulations to implement the requirements of this section, the [Federal Communications] Commission shall not preclude the enforcement of any regulation, order, or policy of a State Commission that – (A) established access and interconnection obligations of local exchange carriers; (B) is consistent with the requirements of this section; and (C) does not substantially prevent the implementation of the requirements of this section and the purposes of this part.[32]

In its 2003 TRO, the FCC interpreted these statutory provisions to preempt the states from requiring the unbundling of any network element that the FCC did not require to be unbundled, while preserving states' powers to implement other access obligations.[33] The FCC stated that its no-impairment finding with respect to UNE-P was made pursuant to the interconnection framework set forth in §§251-252 of the Act and

---

Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket Nos. 01-338, 96-98, 98-146, Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, 18 FCC Rcd 16978, ¶652 (2003)("TRO"), *vacated and remanded in part, affirmed in part, U.S. Telecom Ass'n v. FCC*, 359 F.3d 554 (2004) ("USTA II").

[26] TRO ¶655, n. 1989

[27] *See USTA II*, 359 F.3d at 588-589.

[28] TRO ¶¶656-660. As VNJ points out in its opposition to the instant motion, interpretation and enforcement of §271 requirements is the exclusive province of the FCC, rather than the states. *See* 47 U.S.C. §271(d)(6).

[29] *See* Order, *In the Matter of the Investigation regarding Local Exchange Competition for Telecommunications Services*, BPU Docket No. TX95120631, (October 22, 1998).

[30] TRO ¶195

[31] 47 U.S.C. §252(e)(3)

[32] 47 U.S.C. §251 (d)(3)

[33] TRO ¶195

the Congressional policy goals embodied therein. That framework permits unbundling *only* upon a finding of impairment. To force carriers to continue providing UNE-P or other UNEs under State law when no such action was required (or permitted) under the Act would, according to the FCC, thwart the purposes of and substantially prevent the implementation of the federal interconnection and unbundling regime.[34] The FCC further determined that the same preemption analysis applied to the states' review of interconnection agreements.[35]

Based on the record herein, we are not persuaded that the continuation of discontinued UNEs based on State law does not thwart FCC or congressional policies and goals, given the FCC's finding that these UNEs need not be unbundled pursuant to §251(d)(3). No such showing has been made herein. As noted in the TRO, the §251 framework embodies Congress' intent to both require *and* limit the unbundling of network elements by ILECs. The FCC has implemented what it sees as the limitation inherent in that framework, by finding that CLECs are not impaired without access to certain network elements, and are therefore no longer entitled to lease these elements from ILECs. Any state action requiring such unbundling would appear to undermine the federal unbundling framework.[36]

Therefore, any assertion by New Jersey of state law as the basis for requiring VNJ to unbundled discontinued UNEs, in light of the FCC's finding that the Act does not require or permit such action, would not comport with current, controlling federal law.

In its emergent motion, Conversent also asserted that the FCC intended for the migration of CLECs' dark fiber entrance facilities to take place over an 18 month transition period,[37] and that VNJ's anticipated total cut-off of this UNE would both violate the TRRO and result in abrupt service termination to Conversent's New Jersey customers. Accordingly, Conversent requested that the Board order VNJ to continue to provide DS1 UNE loops that Conversent orders from a particular Newark wire center (NWRKNJ02). Conversent also requests that VNJ be directed to abide by an 18-month or otherwise reasonable transition period with respect to entrance facilities that are no longer subject to unbundling pursuant to the TRRO.

The Board finds that the TRRO and its implementing regulations do not impose such a transition period for dark fiber entrance facilities. VNJ argues that the TRRO expressly precludes imposition of a transition period for such facilities.[38] While the language cited by VNJ in support of this argument is susceptible to varying interpretations, we nonetheless note that the regulations setting forth all the requirements pertaining to transport UNEs do not include reference to a transition period for entrance facilities, while expressly including and defining such periods for dedicated

---

[34] TRO ¶¶194-195

[35] TRO ¶194

[36] Obviously, to the extent the FCC's unbundling findings in the TRRO or assessment of the preemptive effect of said findings are vacated and/or remanded by a reviewing court, a reassessment of the Board's unbundled authority under State law would be necessary.

[37] "Entrance facilities" are defined in the TRRO as "the transmission facilities that connect competitive LEC networks with incumbent LEC networks[.]" TRRO ¶136 The FCC also defined them as a subset of dedicated transport. TRRO ¶137.

[38] *See* TRRO ¶141, n.395.

DS1, DS3 and dark fiber transport.[39] The FCC also pointed out the significant differences between entrance facilities and other types of transport, largely involving the extra degree of control that a CLEC may exercise over the placement of the facility itself.[40] Based on this analysis and the plain meaning of the regulations, we determine that the FCC did not provide for unbundled access to entrance facilities to be phased out over a transition period after March 11, 2005.

With respect to the petitioning CLECs' and Conversent's concerns regarding Verizon's March 2 industry letter to CLECs, we believe that no action is necessary at this time. Nothing at this juncture suggests that VNJ has or will fail to comply with the FCC's requirements set out in ¶234 of the TRRO. In fact, VNJ has stated that "although the *TRRO* clearly puts the onus on Conversent to order only those high capacity loop or transport UNEs that it certifies, after a reasonably diligent inquiry, to the best of its knowledge it is entitled to order after March 10, 2005, the *TRRO* also appears to contemplate that Verizon will respond to such orders by provisioning the UNEs."[41] Therefore, neither the petitioning CLEC group nor Conversent has need for any Board relief at this time with respect to the classification of wire centers.

[39] *See* 47 C.F.R. 51.319(e).
[40] TRRO ¶138
[41] Letter to Kristi Izzo, BPU Secretary from Bruce D. Cohen, Esq., March 10, 2005, p.2

Accordingly, we **HEREBY DENY** the motion for emergent relief of the petitioning CLECs in its entirety and further **DENY** the motion for emergent relief of Conversent Communications of New Jersey, LLC.

DATED: 3/24/05

BOARD OF PUBLIC UTILITIES
BY:

JEANNE M. FOX
PRESIDENT

FREDERICK F. BUTLER
COMMISSIONER

CONNIE O. HUGHES
COMMISSIONER

JACK ALTER
COMMISSIONER

ATTEST:

KRISTI IZZO
SECRETARY

I HEREBY CERTIFY that the within document is a true copy of the original in the files of the Board of Public Utilities

In the Matter of the Implementation of the Federal Communications Commission's Triennial Review Order
Docket No. TO03090705
ACTIVE PARTY SERVICE LIST

Bruce D. Cohen*
Dawn M. Czapla*
Verizon New Jersey
540 Broad Street, 20th Floor
Newark, NJ 07101
bruce.d.cohen@verizon.com
dawn.m.czapla@verizon.com

James C. Meyer, Esq.*
Michael A. Schmerling, Esq.
Riker, Danzig, Scherer, Hyland & Perretti
LLP - Headquarters Plaza
One Speedwell Avenue
Morristown, NJ 07962-1981
jmeyer@riker.com
mschmerling@riker.com

Anthony Centrella, Director*
Board of Public Utilities
Division of Telecommunications
Two Gateway Center
Newark, NJ 07101
Anthony.centrella@bpu.state.nj.us

John DeLuca*
Harold Bond*
Board of Public Utilities
Division of Telecommunications
Two Gateway Center
Newark, NJ 07102
John.deluca@bpu.state.nj.us
Harold.bond@bpu.state.nj.us

William Agee*
Board of Public Utilities
Two Gateway Center
Newark, NJ 07101
william.agee@bpu.state.nj.us

Jacqueline O'Grady*
Dr. Son Lin Lai*
Board of Public Utilities
Two Gateway Center
Newark, NJ 07101
jackie.ogrady@bpu.state.nj.us
son-lin.lai@bpu.state.nj.us

Francis R. Perkins, Esq.
Meyner & Landis
One Gateway Center
Newark, NJ 07102
fperkins@ix.netcom.com

Mark A. Keffer, Esq.
AT&T
3033 Chain Bridge Road, Room 3D
Oakton, VA 22185
mkeffer@att.com

Sue E. Benedek*
Sprint
240 North Third Avenue - Suite 201
Harrisburg, PA 17101
sue.e.benedek@mail.sprint.com

James H. Laskey, Esq. *
Norris, McLaughlin & Marcus
The Mack Building
721 Route 202-206
Bridgewater, NJ 08807
jhlaskey@nmmlaw.com

Mark A. Stachiw, Esq.
Allegiance Telecom, Inc.
9201 Central Expressway
Dallas, Texas 75231
mark.stachiw@algx.com

Brian Lipman*
Dept. of Law & Public Safety
Division of Law
124 Halsey Street
Newark, NJ 07102
brian.lipman@law.dol.lps.state.nj.us

Jane Kunka*
Board of Public Utilities
Division of Telecommunications
Two Gateway Center
Newark, NJ 07102
Jane.kunka@bpu.state.nj.us

Seema M. Singh, Director
Christopher J. White, Esq.*
Joshua H. Seidemann, Esq.*
Jose Rivera-Benitez. Esq.*
Ave-Marie Madeam, Esq.
Susan McClure, Esq.*
Division of Ratepayer Advocate
31 Clinton Street, 11th Floor
Newark, NJ 07102
ssingh@rpa.state.nj.us
cwhite@rpa.state.nj.us
jseidema@rpa.state.nj.us
jrivera@rpa.state.nj.us
amadeam@rpa.state.nj.us
smcclure@rpa.state.nj.us

Terry Monroe, Vice President
CompTel
1900 M Street, NW, Suite 800
Washington, DC 20036
tmonroe@comptel.org

Anthony Ablate
President and CEO
Snip Linl, LLC
100A Twinbridge Drive
Pennsauken, NJ 08110
aabate@snipmail.net

Hesser G. McBride, Esq. *
Wilentz, Goldman & Spitzter
90 Woodbridge Center Drive
Woodbridge, NJ 07095
hmcbride@wilentz.com

Carol Artale*
Lawanda Gilbert*
Legal Specialist
Board of Public Utilities
Two Gateway Center
Newark, NJ 07102
Carol.artale@bpu.state.nj.us
lawanda.gilbert@bpu.state.nj.us

Anthony Hansel, Esq.
Covad Communications
Hamilton Square
600 14th Street, N.W.
Suite 750
Washington, DC 20005
thansel@covad.com

Mark A. Kefffer, Esq. *
AT&T
3033 Chain Bridge Road
Room 3D
Oakton, VA 22185
mkeffer@att.com

Elise W. Goldblat, DAG
Dept. of Law & Public Safety
Division of Law
124 Halsey Street
Newark, NJ 07102
goldbeli@law.dol.lps.state.nj.us

Genevieve Morelli*
Steven Augustino*
Heather Hendrickson*
Jennifer Kashatus*
Kelley Drye & Warren LLP
1200 19th Street, N.W.
Washington, D.C. 20036
gmorelli@kelleydrye.com
saugustino@kelleydrye.com
hhendrickson@kelleydrye.com
jkashatus@kelleydrye.com

Walter G. Reinhard, Esq.
Norris, McLaughlin & Marcus
721 Route 202-206
Bridgewater, NJ 08807
wgreinhard@nmmlaw.com

Philip S. Shapiro*
AT&T Corp.
15105 Wetherburn Drive
Centerville, VA 20120-3925
psshapiro@att.com

Mark L. Mucci, Esq.
LeBoeuf, Lamb, Green &
MacRae, LLP
One Riverfront Plaza
Newark, NJ 07102
mzmucci@llgm.com

Alan M. Shoer*
Director of Regulatory Affairs and Counsel
Conversent Communications
of New Jersey, LLC
222 Richmond Street, Suite 301
Providence, RI 02903
ashoer@conversent.com

Geoffrey W. Castello
Kelley Drye & Warren, LLP
200 Kimball Drive
Parsippany, NJ 07054
gcastello@kelleydrye.com

Thomas M. Koutsky
Vice President, Law and Public Policy
Z-Tel Communications, Inc.
1200 19th Street, N.W., Suite 500
Washington, DC 20036
tkoutsky@z-tel.com

In the Matter of the Implementation of the Federal Communications Commission's Triennial Review Order

Docket No. TO03090705

ACTIVE PARTY SERVICE LIST

Douglas Kinkoph
Vice President, Regulatory
and External Affairs
XO Communications, Inc.
Two Easton Oval, Suite 300
Columbus, Ohio, 43219
dkinkoph@xo.com

Lori Ann Ercan*
Allegiance Telecom
28 Undine Road
Rocky Point, NY 11778
Loriann.ercan@algx.com

Kris Shulman*
Allegiance Telecom
700 East Butterfield Road, Suite 400
Lombard, IL 60148
Kris.shulman@algx.com

Charles C. Hunter*
Catherine M. Hannan*
BridgeCom International
115 Stevens Avenue, 3rd Floor
Valhalla, NY 10595
chunter@bridgecom.com
channan@bridgecom.com

Charles Gerkin, Esq.
Allegiance Telecom, Inc.
1919 M Street, Suite 420
Washington, DC 20036
Charles.gerkin@algx.com

Nego Pile
Lightship Telecom, LLC
1301 Virginia Drive, Suite 440
Fort Washington, PA 19034
npile@lightship.net

Patrick J. Donovan
Phillip J. Macres
Swidler, Berlin, Shereff,
Friedman, LLP
300 K Street, N.W.
Suite 300
Washington, D.C. 20007
pjdonovan@swidlaw.com
pjmacres@swidlaw.com

Steven P. Weissman, Esq.
Weissman & Mintz, LLC
One Executive Drive, Suite 200
Somerset, NJ 08873
sweissman@weissmanmintz.com

Kenneth Peres, Ph.D.
Research Director
CWA District One
80 Pine Street, 37th Floor
New York, NY 10005
kperes@cwa-union.org

Gayle L. Hershcopf
Office of the Ratepayer Advocate
31 Clinton Street, 11th Floor
P.O. Box 46005
Newark, NJ 07101
ghershcopf@rpa.state.nj.us

Ms. Susan Baldwin*
48 Franklin Street
Watertown, MA 02472
smbaldwin@comcast.net

Rebecca Sommi*
Steve Bogdan*
Broadview Networks, Inc.
400 Horsham Road
Horsham, PA 19044
rsommi@broadviewnet.com
Sbogdan@broadviewnet.com

William Oberlin
Steve Goldman*
BullsEye Telecom
25900 Greenfield Road, Suite 330
Oak Park, MI 48237
boberlin@bullseyetelecom.com
sgoldman@bullseyetelecom.com

Peter Karoczkai*
Kevin Donohue*
InfoHighway Communications Corporation
1333 Broadway, Suite 1001
New York, NY 10018
pkaroczkai@infohighway.com
kdonohue@infohighway.com

Sadia Mendez
McGraw Communications, Inc.
228 East 45 Street, 12th Floor
New York, NY 10017
smendez@bcm-tel.com

David Aronow*
Andoni Economou
Metropolitan Telecommunications, Inc.
44 Wall Street, 6th Floor
New York, NY 10005
daro@mettel.net
aeconomou@mettel.net

Francie McComb*
Sharon Thomas*
Talk America Inc.
6508 Route 202
New Hope, PA 18935
francie@talk.com
sthomas@talk.com

Richard U. Stubbs, Esq.*
General Counsel
Cavalier Telephone Mid-Atlantic, LLC
965 Thomas Drive
Warminster, PA 18974
rstubbs@cavtel.com

Satish Mehta*
ITN, Inc.
43 Brandywine Road
Skillman, NJ 08558-1603
itn@patmedia.net

Babette Tenzer, D.A.G.*
Todd Stedman, D.A.G.*
Margaret Comes, D.A.G.*
Department of Law and Public Safety
Division of Law
124 Halsey Street
Newark, NJ 07102
Babette.tenser@law.dol.lps.state.nj.us
Todd.stedman@law.dol.lps.state.nj.us
margaret.comes@law.dol.lps.state.nj.us

Paul L. Kattas, Esq.
Kelley Drye & warren, LLP
200 Kimball Drive
Parsippany, NJ 07054

* Proprietary Data